



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 8, 2006

IN REPLY PLEASE

REFER TO FILE: **AS-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**A NEW BASE YEAR STUDY 2005-06
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contract for A New Base Year Study (Study) 2005-06 in an amount not to exceed \$1,320,200 to Stearns, Conrad & Schmidt, Consulting Engineers, LLC, d.b.a. SCS Engineers, a Virginia Corporation, with a local branch located in Long Beach, California. This contract will be for a term of 36 months commencing upon Board approval. Funds are available in Public Works' 2005-06 Solid Waste Management Fund.
3. Delegate authority to the Director of Public Works to expend up to 10 percent of the maximum contract sum for unforeseen additional work within the scope of work of the contract, if required.
4. Delegate authority to the Director to execute this contract; to grant month-to-month extensions in the final year of the contract not exceeding a total of six months, for the convenience of the County; and to terminate it, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this contract is to conduct a Study for the unincorporated areas of the County. This Study will obtain diversion data to support the County's compliance with the California Integrated Waste Management Act (AB 939), which requires jurisdictions in the State to divert 50 percent of their solid waste from the landfills, or face penalties up to \$10,000 per day.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goal of Organizational Effectiveness as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

The contract is for an amount not to exceed \$1,320,200 for a 36-month term of the contract, plus 10 percent for unforeseen, additional work within the scope of the contract. This amount is based on the unit prices quoted by the contractor and our estimated total utilization of the contractor's services. This contract will commence upon Board approval for a period of 36 months.

Financing for this service is included in Public Works' 2005-06 Solid Waste Management Fund. In addition, should an unanticipated need arise in other Public Works funds, we will finance this service from the appropriate fund source. However, total expenditure for this service will not exceed the contract's amount as approved by your Board. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract, which will be substantially similar to Enclosure A, the contractor will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract because: (1) it is for highly technical services that are of a temporary nature (County Code Chapter 2.121.250.B.3); and (2) it provides for an independent analysis/evaluation and review of existing County programs, and there is a need to obtain such an independent analysis/evaluation and review (County Code Chapter 2.121.250.B.5).

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA as specified in Section 15306 of the State CEQA Guidelines and Class 6 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On April 6, 2006, Public Works solicited proposals from 232 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

Pursuant to the applicable memorandum of understanding, the RFP for this contracted service was submitted on April 6, 2006, to the Local 660 Union for review before being released to the public. The Union declined to meet with Public Works.

On May 4, 2006, two proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. The proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff and a representative of the City of Santa Clarita. The committee's evaluation was based on criteria described in the RFP, which included price, references, experience, financial resources, and work plan. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer as recommended above.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

The Honorable Board of Supervisors
June 8, 2006
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As requested by your Board, the contractor has submitted a safety record that reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, terms and conditions, and/or duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

AGREEMENT FOR
A NEW BASE YEAR STUDY 2005-06

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and Stearns, Conrad & Schmidt, Consulting Engineers, LLC, d.b.a. SCS Engineers, a Virginia Corporation, with a local branch located in Long Beach, California (hereinafter referred to as CONTRACTOR),

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on May 4, 2006, hereby agrees to provide services as described in the attached specifications for A New Base Year Study 2005-06, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; and the CONTRACTOR'S Proposal, all attached hereto, the Request for Proposals and Addenda to the Request for Proposals are incorporated herein by reference are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed \$1,320,200 (Maximum Contract Sum), or such greater amount the Board may approve.

FOURTH: This Contract's term shall be for a period of 36 months commencing upon Board approval. Upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: Notwithstanding the amounts of compensation quoted in the Schedule of Prices, Public Works and the CONTRACTOR may agree in writing that specified Tasks or deliverables may be compensated at a lower rate than the amount quoted as a result of savings realized in the performance of the work. Should the CONTRACTOR perform any Task for a lower cost than originally agreed, or should any Task be curtailed, resulting in a surplus in the funds encumbered for the work, Public Works may direct the application of any surplus to increase the quality or quantity of the service or deliverable items provided in the Schedule of Prices, Form PW-2.1. However, such reallocation of funds is permitted only with the written approval of Public Works. This Contract's term shall be for a period of 36 months commencing upon Board approval. Upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

SIXTH: Public Works may make progress payments at a Task's 50 percent completion level, at the discretion of Public Works. The progress payments may be at 50 percent or less of the unit prices quoted in Form PW-2.1, Schedule of Prices. The CONTRACTOR shall provide evidence to support that 50 percent of the Task has been done.

SEVENTH: The CONTRACTOR shall bill upon the completion of a Task at the amount quoted in Form PW-2.1, Schedule of Prices. Public Works will make payment to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Twenty percent of Task 5a and 5c will be retained by Public Works until completion of all work required by these specifications to the satisfaction of the Director. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: No cost-of-living adjustments shall be granted.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, terms, and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through D, inclusive, the COUNTY'S provisions shall control and be binding.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

Stearns, Conrad & Schmidt, Consulting
Engineers, LLC, d.b.a. SCS Engineers

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Information

Bid Number : PW-ASD 611

Bid Title : A New Base Year Study 2005-06

Bid Type : Service

Department : Public Works

Commodity : CONSULTING SERVICES - ENVIRONMENTAL

Open Date : 4/6/2006

Closing Date : 5/4/2006 5:30 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : N/A

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for A New Base Year Study 2005-06. The total cost of this service is estimated to be \$750,000. Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document. If not enclosed with this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/asd/newbasestudy.pdf> or from Mr. Christopher Nguyen at (626) 458 4050 Monday through Thursday, 7 a.m. to 5:45 p.m.

A Proposers' Conference will be held on Thursday, April 20, 2006, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Thursday, May 4, 2006, at 5:30 p.m. Please direct your questions to Mr. Nguyen at the number above.

The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458 4081 or TDD at (626) 282 7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name : Christopher Nguyen

Contact Phone# : (626) 458-4050

Contact Email : cbnguyen@ladpw.org

Last Changed On : 4/11/2006 11:15:45 AM

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: SCS Engineers

My County (WebVen) Vendor Number: 05514301

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 482						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	N/A	N/A		2	13	12
Hispanic/Latino			1	1	40	13
Asian or Pacific Islander			4		11	11
American Indian						
Filipino						
White			66	16	285	115


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	N/A %	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Vice President	Date: April 28, 2006
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